



# City of NORFOLK

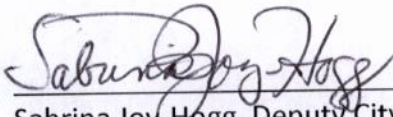
C: Dir., Department of General Services

To the Honorable Council  
City of Norfolk, Virginia

March 15, 2016

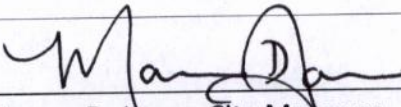
From: David S. Freeman, AICP  
Director of General Services

**Subject:** Sale of city-owned property  
located adjacent to 6049 Lake  
Terrace Circle to Jeanne Barefield  
and Katherine Barefield Metzgar

Reviewed:   
Sabrina Joy Hogg, Deputy City Manager

**Ward/Superward:** 4/7

Approved:

  
Marcus D. Jones, City Manager

**Item Number:**

**PH-5**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Jeanne Barefield  
Katherine Barefield Metzgar  
6049 Lake Terrace Circle  
Norfolk, Virginia

III. **Description:**

This agenda item is an ordinance to sell a vacant parcel of land owned by the City of Norfolk (the "city") located adjacent to 6049 Lake Terrace Circle (the "property") to Jeanne Barefield and Katherine Barefield Metzgar (the "Barefields").

IV. **Analysis**

The Barefields seek to purchase the property adjacent to their property located at 6049 Lake Terrace Circle as their residence presently encroaches onto the property. The city owns Lake Taylor and certain portions of property surrounding the lake. In order for the Barefields to sell their home with clear title moving forward, they must acquire this portion of land from the city; title to their home will not be insurable otherwise. No specific city use has been identified for the property. Conveyance to the Barefields will subject the property to real estate taxes, thereby creating on-going revenue for the city.

**V. Financial Impact**

|                          |  |
|--------------------------|--|
| Purchase Price           | Twenty thousand dollars (\$20,000.00) – To be paid from the proceeds of the sale of their home at 6049 Lake Terrace Circle.<br><br><b>NOTE</b> – Because the Barefields will be paying for this acquisition from the City by way of the proceeds from the sale of their property, the transfer of the City-owned property to the Barefields will be done <i>concurrently</i> with the closing for the Barefields' property. However, the deed drafted by the City Attorney's Office will be held in escrow, with no legal title change to the Barefields, until the requisite funds have been transferred to the City by the Barefields' settlement agent. |
| Typical Costs of Closing | Each party to this transaction shall pay its own legal fees.   |
| Appraised Value of Land  | \$20,000.00  |
| Assessed Value of Land   | This subject property is not part of a defined parcel so <b>no assessment value is available</b> ; the purchase price was determined solely by the appraised value of the land.  |

**VI. Environmental**

There are no known environmental issues associated with this property.

**VII. Community Outreach/Notification**

Public notification for this agenda item was conducted through the city's agenda notification process.

**VIII. Board/Commission Action**

N/A

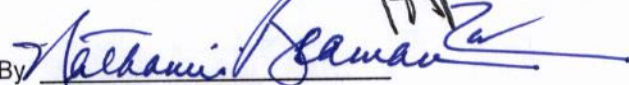
**IX. Coordination/Outreach**


This ordinance and letter have been coordinated with the Department of General Services – Office of Real Estate and the City Attorney's Office.

**Supporting Material from the City Attorney's Office:**

- Ordinance
- Exhibit A – Legal Description of the Property
- Exhibit B – Exhibit Plat
- Exhibit C - Proposed Purchase and Sales Agreement



By   
Office of the City Attorney

By   
DEPT. General Services

NORFOLK, VIRGINIA

## ORDINANCE No.

AN ORDINANCE AUTHORIZING THE CONVEYANCE TO JEANNE BAREFIELD AND KATHERINE BAREFIELD METZGAR OF A CERTAIN PARCEL OF PROPERTY LOCATED ADJACENT TO 6049 LAKE TERRACE CIRCLE FOR THE TOTAL SUM OF \$20,000.00 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE AND SALE AGREEMENT.

- - -

WHEREAS, the City of Norfolk owns certain property adjacent to 6049 Lake Terrace Circle; and

WHEREAS, Jeanne Barefield and Katherine Barefield Metzgar (the "Barefields") have offered to purchase the said property being described in Exhibit A and shown on Exhibit B attached hereto, from the City of Norfolk for the sum of \$20,000.00; and

WHEREAS, Section 2(5) of the Norfolk City Charter provides the City with broad authority for the disposition of its real property; and

WHEREAS, Council has determined that the public interest is best served by the conveyance of the property to the Barefields for the sum of \$20,000.00 upon the terms and conditions set forth in the Purchase and Sale Agreement attached hereto as Exhibit C; now, therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the sale to the Barefields of that certain parcel of property described in Exhibit A and shown on Exhibit B, for the sum of \$20,000.00, is hereby authorized and the Purchase and Sale Agreement, a copy of which is attached as Exhibit C, is hereby approved.

Section 2:- That upon receipt of the sum of \$20,000.00 and the satisfaction of all terms and conditions set forth in the Purchase and Sale Agreement, the City Manager is authorized to deliver a deed conveying the said property to the Barefields, with Special Warranty of Title, in form satisfactory to the City Attorney, and the City Manager is further authorized to do all things necessary and proper to carry out the terms of the Purchase and Sale Agreement.

Section 3:- That the City Manager, with the advice and counsel of the City Attorney, may correct, revise or amend the Purchase and Sale Agreement as he may deem advisable in order to carry out the intent of the Council as expressed herein.

Section 4:- That this ordinance shall be in effect from and after thirty (30) days from the date of its adoption.

## EXHIBIT A TO ORDINANCE

### Description of Parcel adjacent to 6049 Lake Terrace Circle

*Norfolk, Virginia*

An irregular-shaped lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel lying northwest of Lot 3, as shown on that certain plat entitled, "Amplified Plat of Lake Terrace, Section 2," prepared by S. W. Armistead, C.E. and recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach (formerly Princess Anne County) in Map Book 12 at Page 19, and being further described as follows: Commencing at a point on the northern right-of-way line that is the lot corner between Lot 3 and lot 4 as shown on that certain plat entitled, "Amplified Plat of Lake Terrace, Section 2," prepared by S. W. Armistead, C.E. and recorded in the Clerk's Office of the City of Virginia Beach (formerly Princess Anne County) in Map Book 12 at Page 19; thence, N 3°-05' W, 120.00 feet, more or less along the lot line between said Lot 3 and Lot 4 to the Lake Taylor property line, being the Point of Beginning; thence, N 84°-30' W, 107.86 feet along the northern line of said Lot 3 to a point; thence, continuing along said northern line of said Lot 3, N 55°-00' W, 60.13 feet to a point; thence, leaving the said northern line of said Lot 3 N 87°-05'-52" E, 107.28 feet to a point; thence, S 44°-33'-05"E, 70.53 feet to the point of beginning.

The above-described parcel contains 0.102 acre of land, more or less.

*November 2, 2015*



# EXHIBIT B TO ORDINANCE



AREA TO BE ACQUIRED FROM THE  
CITY OF NORFOLK= 4,424 SQ. FT.

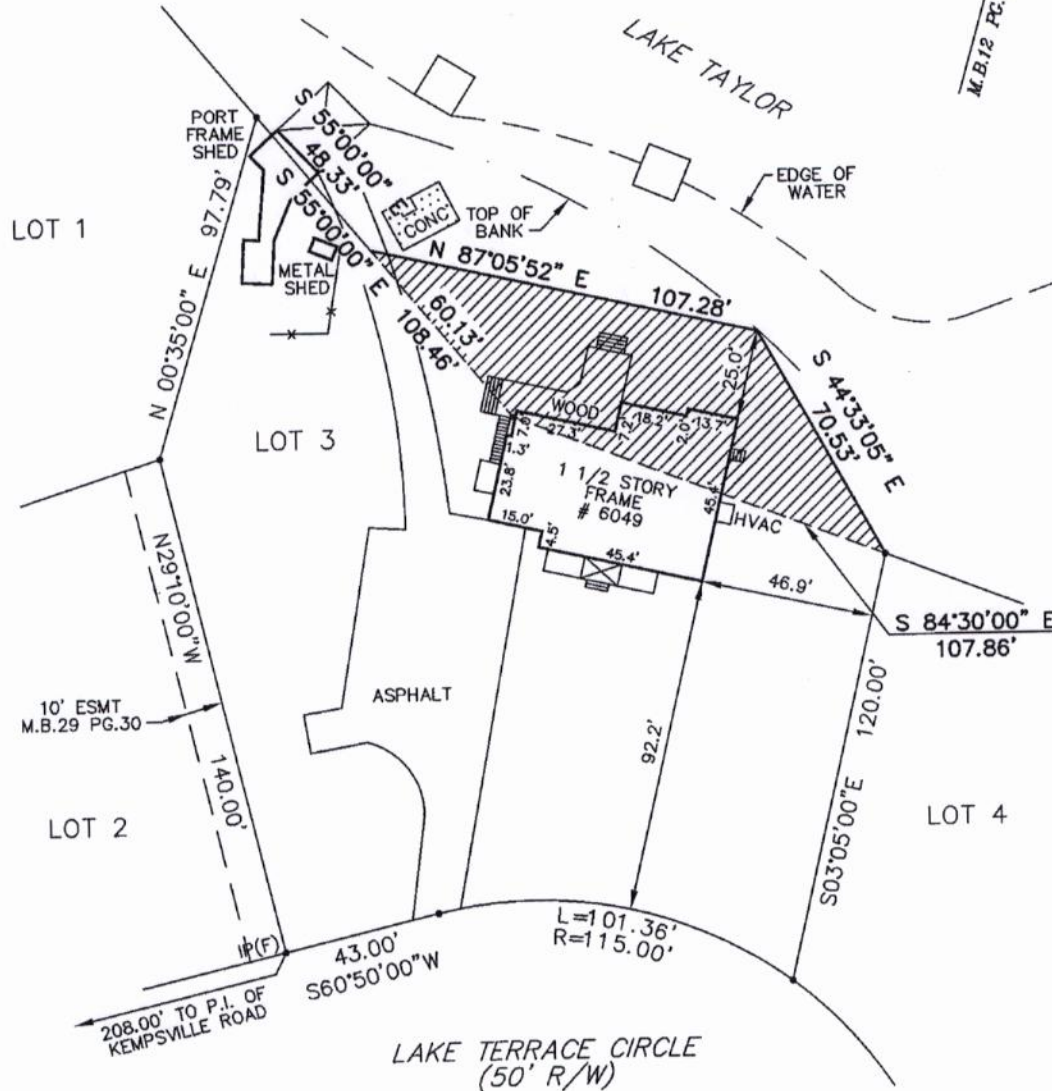


EXHIBIT  
SHOWING PROPERTY OF THE CITY OF NORFOLK  
TO BE ACQUIRED BY LOT 3  
AMPLIFIED PLAT OF LAKE TERRACE  
SECTION 2  
NORFOLK, VIRGINIA

DATE: MARCH 4, 2015  
SCALE: 1" = 40'  
NOTE: FOR PLAT SEE  
M.B.12 PG.19  
M.B.13 PG.3  
VA. BEACH, VA.

WARD M. HOLMES  
LAND SURVEYOR, P.C.  
9225 GRANBY STREET  
NORFOLK, VIRGINIA 23503  
757-480-1230

DRAWN BY: DHH

PROJECT NO. 05-2680

## EXHIBIT C TO ORDINANCE

### PURCHASE AND SALE AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("City"), and **JEANNE BAREFIELD AND KATHERINE BAREFIELD METZGAR** ("Purchasers").

#### RECITALS:

A. City is the owner in fee simple absolute of a certain parcel of real property, together with all rights and appurtenances thereunto pertaining, located in the City of Norfolk, Virginia, the said property being located near 6049 Lake Terrace Circle and being further described in Exhibit A and shown on Exhibit B, both of which are attached hereto and made a part hereof ("Property").

B. Purchasers desire to purchase the Property from City and City desires to sell the Property to Purchasers in accordance with the terms and conditions of this Agreement.

C. These recitals are incorporated by this reference into this Agreement.

**NOW, THEREFORE**, in consideration of the purchase price and the mutual promises contained in this Agreement, the City and Purchasers agree as follows:

1. SALE. City agrees to sell and Purchasers agree to purchase the Property, together with all easements, rights, and appurtenances thereto.

2. PURCHASE PRICE. The purchase price ("Purchase Price") for the Property is Twenty Thousand Dollars (\$20,000.00). The Purchase Price will be paid in the form of a certified check or by wire transfer of funds at closing.

3. DEPOSIT. Within five (5) business days from the date this Agreement is fully executed by the City, the Purchasers shall deposit with the Settlement Agent (defined below) the sum of Two Thousand Dollars (\$2,000.00) in cash as earnest money ("Deposit"). The Deposit shall be deposited by the Settlement Agent in a fully federally insured interest bearing account and all interest accruing on the Deposit shall belong to the Purchasers in all events. The Deposit shall be non-refundable except as specifically set forth herein.

4. CONVEYANCE.

a. The City agrees to convey the property to the Purchasers by Special Warranty Deed, subject to applicable easements and restrictive covenants of record.

b. Possession of the Property will be given to the Purchasers at Closing.



c. City agrees to pay the expenses of preparing the deed and to pay any fees or costs that are normally the responsibility of the grantor. The Purchasers will pay all other fees and costs charged in connection with the transfer of the Property and the recordation of the deed.

d. City and the Purchasers agree that the attorney or title insurance company ("Title Company") selected by the Purchasers shall act as the settlement agent ("Settlement Agent") at the Purchasers' expense. The Settlement Agent shall prepare the settlement statement, update and record the deed, collect and disburse settlement funds in accordance with this Agreement and the settlement statement, and file any required state and federal tax forms or other certifications in accordance with Paragraph 17.

5. CLOSING. The Closing will be made at the offices of the Norfolk City Attorney, 810 Union Street, Suite 900, Norfolk, Virginia 23510, or such other location as the parties may agree, within 120 days of the effective date of the ordinance authorizing the conveyance of the property by the City ("Effective Date"), or as soon thereafter as settlement documents can be prepared and any title issues can be resolved.

6. CONDITIONS. The Purchasers' obligations are expressly conditioned upon the satisfaction of each of the following conditions in the sole determination of the Purchasers, it being understood that the City is under no obligation whatsoever to expend any funds to satisfy any of these conditions. If any one of the following conditions cannot be met within 120 days after the Effective Date, the Purchasers may unilaterally terminate this Agreement:

a. Receipt of a satisfactory title commitment.

b. Receipt of a Phase I Environmental Assessment and Report (Phase I Report) conducted and prepared by an environmental engineering and inspection company selected by Purchasers at Purchasers' expense, and such other testing and reports as may be reasonably required by Purchasers or recommended in the Phase I Report, any such additional testing and reports to be at Purchasers' expense.

c. Satisfaction by the City of all obligations under this Agreement.

7. SOLD "AS IS"; NO REPRESENTATIONS AND WARRANTIES BY CITY. Purchasers acknowledge that the City has made no representations or warranties whatsoever in regard to the Property, except for Special Warranty of Title. Purchasers agree that they have inspected and are thoroughly familiar with the Property and are acquiring the Property in its "as is" condition. Purchasers understand and agree that the City has not made and makes no representations or warranties of any kind with respect to the condition of the Property or its fitness, suitability or acceptability for any particular use or purpose, and the City shall not be liable for any latent or patent defects therein.

8. SUBDIVISION PLAT. This Agreement is expressly contingent upon the recordation of a duly approved subdivision plat either prior to or simultaneously with the



recordation of any deed of conveyance, such plat to be prepared and recorded at the Purchasers' expense.

9. REMOVAL OF SHED, PORTION OF WALKWAY, AND CONCRETE PAD.

This Agreement is also expressly contingent upon the removal by the Purchasers prior to closing, at their sole cost and expense, of the shed, portion of walkway, and concrete pad, shown on Exhibit B, located on City property outside of the parcel being conveyed under to this Agreement.

10. NOTICES. All notices to the parties hereto will be delivered by hand, via certified mail return receipt requested, or via facsimile and all be deemed effective upon delivery if by hand and upon confirmation of receipt if by other means, to the following address until the address is changed by notice in writing to the other party:

Purchasers: Jeanne B. Barefield and Katherine Barefield Metzgar  
6049 Lake Terrace Circle  
Norfolk, Virginia 23502

City: Director, Department of General Services  
Office of Real Estate  
City of Norfolk  
232 East Main Street, Suite 250  
Norfolk, Virginia 23510

With a copy to: Bernard A. Pishko  
City Attorney  
810 Union Street, Suite 900  
Norfolk, Virginia 23510

11. SURVIVAL. The provisions contained in this Agreement will be true as of the date of this Agreement and as of the date of Closing and will survive the Closing.

12. BROKERAGE OR AGENT'S FEES. Neither the City nor Purchasers are represented by a real estate broker, agent or finder in this transaction. No fees or commissions are or will be due from or payable by the City as a result of this transaction. The City shall not have any obligation whatsoever to pay any brokerage or agent's fees or commissions, nor shall the City have any obligation whatsoever to see that any such fees or commissions are paid.

13. DEFAULT AND REMEDIES.

a. If the conveyance contemplated by this Agreement is not consummated because of City's or Purchasers' default, the non-defaulting party may elect to:

(i) Terminate this Agreement; or

(ii) Seek and obtain specific performance of this Agreement.

14. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and will supersede the terms and conditions of all prior written and oral agreements, if any, concerning the matters it covers. The parties acknowledge there are no oral agreements, understandings, representations, or warranties that supplement or explain the terms and conditions contained in this Agreement. This Agreement may not be modified except by an agreement in writing signed by the parties.

15. GOVERNING LAW. This Agreement is to be construed in accordance with the laws of the Commonwealth of Virginia.

16. SUCCESSOR/ASSIGNMENT. This Agreement will be binding upon and the obligations and benefits hereof will accrue to the parties hereto, their heirs, personal representatives, successors, and assigns.

17. IRS REPORTING REQUIREMENTS. For the purpose of complying with any information reporting requirements or other rules and regulations of the Internal Revenue Service ("IRS") that are or may become applicable as a result of or in connection with the transaction contemplated by this Agreement including, but not limited to, any requirements set forth in proposed Income Tax Regulation Section 1.6045-4 and any final or successor version thereof (collectively the "IRS Reporting Requirements"), City and Purchasers hereby designate and appoint the Purchasers' attorney or Title Company to act as the "Reporting Person" (as that term is defined in the IRS Reporting Requirements) to be responsible for complying with any IRS Reporting Requirements. The attorney or Title Company hereby acknowledges and accepts such designation and appointment and agrees to fully comply with any IRS Reporting Requirements that are or may become applicable as a result of or in connection with the transaction contemplated by this Agreement. Without limiting the responsibility and obligations of the attorney or Title Company as the Reporting Person, City and Purchasers hereby agree to comply with any provisions of the IRS Reporting Requirements that are not identified therein as the responsibility of the Reporting Person, including but not limited to, the requirement that City and Purchasers each retain an original counterpart of this Agreement for at least four (4) years following the calendar year of the Closing.

**WITNESS** the following duly authorized signatures and seals:

**(SIGNATURE PAGES TO FOLLOW)**



**CITY OF NORFOLK**

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

**COMMONWEALTH OF VIRGINIA  
CITY OF NORFOLK, to-wit:**

I, \_\_\_\_\_, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on \_\_\_\_\_, do hereby certify that Marcus D. Jones, City Manager and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Purchase and Sale Agreement, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_

Contents Approved:

\_\_\_\_\_  
Director, Department of General Services

Approved as to Form and Correctness:

\_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
**JEANNE B. BAREFIELD**

**COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF NORFOLK, to-wit:**

I, \_\_\_\_\_, a Notary Public in and for the City/County of Norfolk, in the State of Virginia, whose term of office expires on \_\_\_\_\_, do hereby certify that Jeanne B. Barefield, whose name is signed to the foregoing Purchase and Sale Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
Registration No. \_\_\_\_\_

\_\_\_\_\_  
**KATHERINE BAREFIELD METZGAR**

**COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF NORFOLK, to-wit:**

I, \_\_\_\_\_, a Notary Public in and for the City/County of Norfolk, in the State of Virginia, whose term of office expires on \_\_\_\_\_, do hereby certify that Katherine Barefield Metzgar, whose name is signed to the foregoing Purchase and Sale Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
Registration No. \_\_\_\_\_



**ACKNOWLEDGEMENT BY TITLE COMPANY**

The undersigned, \_\_\_\_\_, (referred to in this Purchase and Sale Agreement as the "Title Company"), hereby acknowledges that it received this Purchase and Sale Agreement executed by Seller and Purchasers and accepts the obligations of Title Company as set forth herein.

**TITLE COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

## EXHIBIT A

### Description of Parcel adjacent to 6049 Lake Terrace Circle

#### *Norfolk, Virginia*

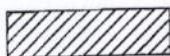
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*November 2, 2015*



# EXHIBIT B



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CITY OF NORFOLK= 4,424 SQ. FT.

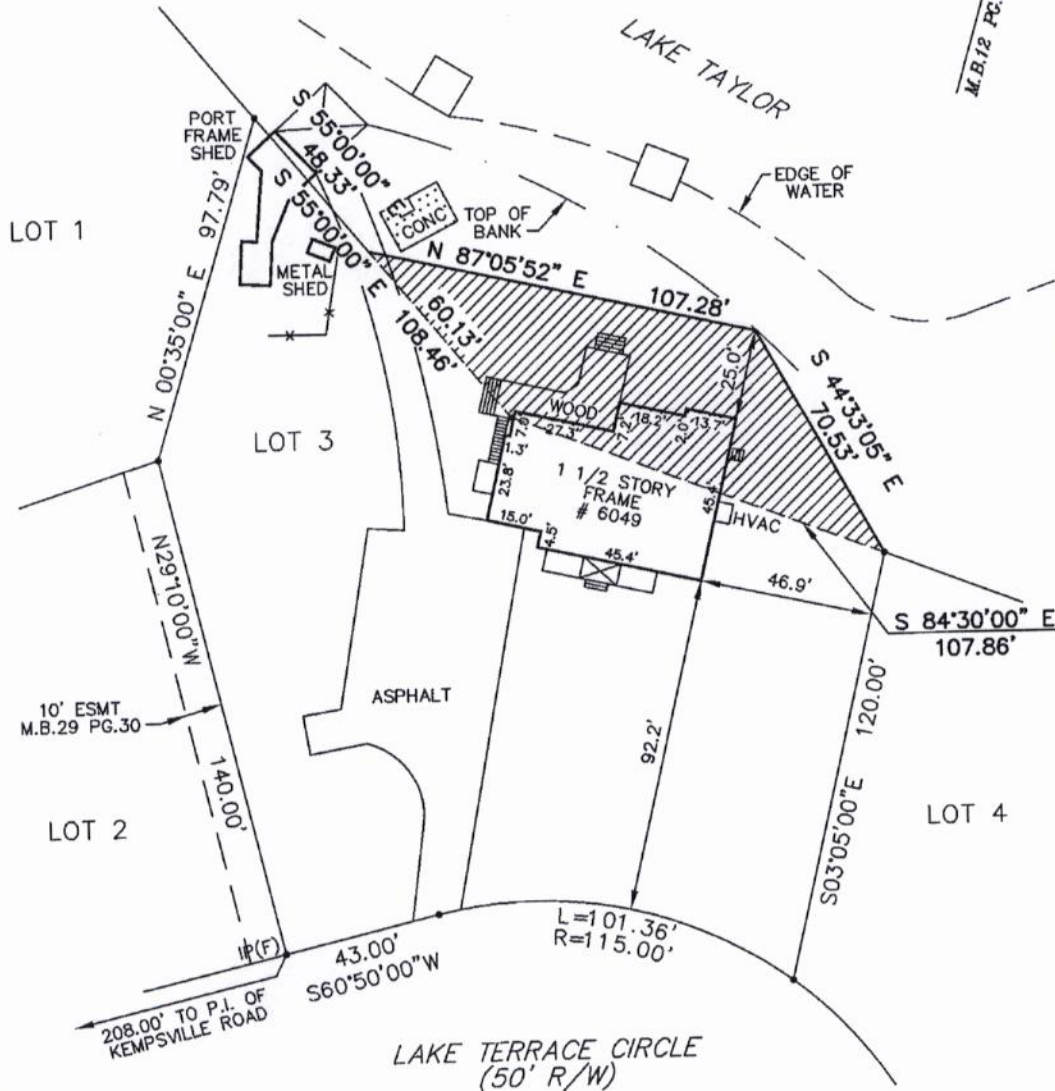


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DATE: MARCH 4, 2015  
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WARD M. HOLMES  
LAND SURVEYOR, P.C.  
9225 GRANBY STREET  
NORFOLK, VIRGINIA 23503  
757-480-1230

DRAWN BY: DHH

PROJECT NO. 05-2680

Property Address:  
6049 Lake Terrace Circle  
Norfolk, Virginia 23502

April 13, 2015

Dear Mr. Ward,

Many years ago an addition was added to our house that resulted in an encroachment on easement property owned by the City of Norfolk. Unfortunately, due to my father's death and subsequent financial hardships my mother and I have had to market the house to be sold. We have lost two ratified purchase contracts because financing loans have not been approved due the encroachment on city property. We would like to acquire this portion of land so that we may obtain a clear title and put the house up for sale again as quickly as possible.

As requested by your office, we have obtained a title search, a new survey of the land we wish to acquire and an appraisal of same. It is our understanding from the appraisal that this portion of land has been valued at \$20,000. However, in light of the fact that we are selling our family's generational home due to financial struggles, we humbly request that the City allow us to purchase this land at a significantly reduced price thus allowing us to proceed with the sale of our home.

We appreciate the time and attention that has been given to this request and thank you in advance for your help in this matter.

Sincerely,

Property Owners:  
Jeanne Barefield  
Katherine Metzgar





Lake Taylor Transitional Care

6049 Lake Terrace Circle